

**STANTON HILLS ADDITION**  
SD-99006  
HUGH G. FOSTER 26'

**HILLS FOUR**

**THUNDERBIRD CREST**

**UNIT SIX**

**SUNSTONE**

**MORNING STAR ESTATES**

**SIERRA**

**UNIT ONE**

**UNIT TWO**

**UNIT THREE**

**UNIT FOUR**

**UNIT FIVE**

**UNIT SIX**

**UNIT SEVEN**

**UNIT EIGHT**

**UNIT NINE**

**UNIT TEN**

**UNIT ELEVEN**

**UNIT TWELVE**

**UNIT THIRTEEN**

**UNIT FOURTEEN**

**UNIT FIFTEEN**

**UNIT SIXTEEN**

**UNIT SEVENTEEN**

**UNIT EIGHTEEN**

**UNIT NINETEEN**

**UNIT TWENTY**

**UNIT TWENTY ONE**

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**UNIT FOURTEEN HUNDRED SEVEN**

**UNIT FOURTEEN HUNDRED EIGHT**

**UNIT FOURTE**

## **RESOLUTION**

**WHEREAS**, on April 2, 1985, the City entered into a contract with Derrick & Schaefer, a copy of which is filed of record in Volume 1547, Page 449, and Volume 1576, Page 15, El Paso County Deed Records and is additionally attached hereto as Exhibit "A" (hereafter "Contract") setting forth certain obligations and requirements for the development of certain property, including the property currently known as Mesa Hills Unit Six Replat "A", City of El Paso, El Paso County, Texas, and hereinafter referred to as the "Subject Property;"

**WHEREAS**, a term of the Contract is that Derrick & Schaefer or its successors in title (hereinafter "Developer") limit access onto Stanton Street, as explained more fully in Section Three of said contract as well as exhibit "G" thereto;

**WHEREAS**, Section Three of said contract provides that the City shall reserve the right to reasonably require additional points of access along Stanton Street;

**WHEREAS**, on December 5, 2002, the City Plan Commission recommended approval of an additional point of access off Stanton Street in order to provide entrance to the property legally described as a .493 acre portion of Tract 1A (n/k/a T1A6), A.F. Miller Survey No. 216, City of El Paso, El Paso County, Texas, and being more particularly described in exhibit "B" attached hereto; and

**WHEREAS**, City Council for the City of El Paso, Texas finds that one additional point of access off Stanton Street serving the property more fully described in Exhibit "B" above is reasonable and does not adversely affect the health, safety, or welfare of the citizens of El Paso.

### **NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

1. That, pursuant to Section Three of the Contract more fully described above, Council has determined that the property described as a .493 acre portion of Tract 1A (n/k/a T1A6), A.F. Miller Survey No. 216, City of El Paso, El Paso County, Texas shall be and is hereby provided a single point of access off of Stanton Street, the location of which to be later determined by the City of El Paso Traffic Engineer based on traffic safety, and that a curb cut permit pursuant to 13.04.010 is hereby authorized to the extent all other Municipal Code requirements are complied with.

**ADOPTED this 2<sup>nd</sup> day of June, 2004.**

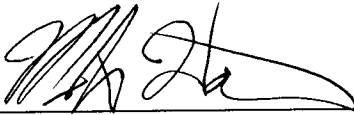
THE CITY OF EL PASO

ATTEST:

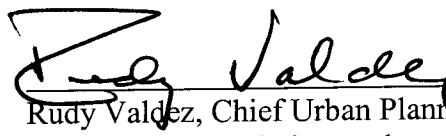
\_\_\_\_\_  
Joe Wardy  
Mayor

\_\_\_\_\_  
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Matt Watson  
Assistant City Attorney

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Rudy Valdez, Chief Urban Planner  
Planning, Research & Development

EXHIBIT

A

CONTRACT

STATE OF TEXAS )  
COUNTY OF EL PASO )

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made this 2nd day of April, 1985, by and between the CITY OF EL PASO, a Texas municipality, herein- after referred to as "City" and DERRICK & SCHAEFER INCORPORATED, a Texas corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, in 1977, Leavell Development Company dedicated, by metes and bounds, a piece of property east of Mesa Street to the City with the restriction that said property was to be used for street and roadway purposes; such property being shown as Mesa Hills Drive on the Developer's 1985 Mesa Hills Concept Plan, which is attached hereto as Exhibit "A";

WHEREAS, except from Station 23+72.35 to Station 42+37.72, abutting property owners have improved Mesa Hills Drive to City standards as the property owners have developed their proper- ties and said improved portions of Mesa Hills Drive have been accepted for maintenance purposes by the City; and

WHEREAS, the Developer, or its successors in title, desires to develop a portion of the property which abuts the unimproved portion of Mesa Hills Drive from Station 23+72.35 to Station 42+37.72 and has submitted to the City, for its consideration, a subdivision plat and site plan for Section 19 of the Developer's property (the "Promontory Subdivision") as it abuts Mesa Hills Drive and as shown on the Developer's 1985 Mesa Hills Concept Plan;

WHEREAS, by improving Mesa Hills Drive to City standards, Mesa Hills Drive will provide better access to Developer's property and will facilitate the development thereof; and

WHEREAS, a dispute has arisen between Developer and the City regarding Developer's obligation to improve the unimproved

portion of Mesa Hills Drive and how the unimproved portion of Mesa Hills Drive from Station 23+72.35 to Station 42+37.72 should be improved to City standards so as to be accepted by the City for maintenance purposes; such dispute hereinafter being referred to as the "Mesa Hills Drive Dispute"; and

WHEREAS, on or about November of 1984, Developer submitted subdivision plats to the City for its consideration in connection with Developer's proposed Mesa Hills Unit 8 Subdivision, Mesa Hills Unit 9 Subdivision, Mesa Hills Unit 10 Subdivision and Mesa Hills Unit 11 Subdivision, all of which abut on Stanton Street, a public street heretofore accepted for maintenance by the City; and

WHEREAS, Developer owns additional property which is not currently being developed but abuts Stanton Street, Festival Drive, Mesa Hills Drive and Silver Springs Drive, all as shown on the Developer's 1985 Mesa Hills Concept Plan and all being hereinafter referred to as the "Mesa Hills Arterial System"; and

WHEREAS, a dispute has arisen between the Developer and the City regarding the provision of additional rights-of-way for the further improvement of Stanton Street and certain additional off-site improvements to be made by Developer to the Mesa Hills Arterial System in connection with its development of the above referenced Subdivisions and property owned by Developer and abutting the Mesa Hills Arterial System but not currently being developed (the "Mesa Hills Arterial System Dispute"); and

WHEREAS, Developer and the City, conditioned upon the approval by the City of the site plan for the Promontory Subdivision, have reached certain resolutions with respect to the Mesa Hills Drive Dispute and the Mesa Hills Arterial System Dispute which will facilitate the development of the above referenced Subdivisions and other property which is not currently being developed by Developer but abutting the Mesa Hills

Arterial System and, in so doing, will further improve Stanton Street and provide better access to the above referenced Subdivisions and other property owned by Developer abutting the Mesa Hills Arterial System.

ACCORDINGLY, in consideration of the mutual covenants and agreements herein contained and conditioned upon the approval of the site plan for the Promontory subdivision by the City, the City and Developer agree as follows:

1. Resolution of Mesa Hills Drive Dispute.

A. To resolve the Mesa Hills Drive Dispute between the parties pertaining to the responsibility for the further improvement of Mesa Hills Drive from Station 23+72.35 to Station 42+37.72 and its acceptance by the City for maintenance, the Developer, at its sole cost and expense, but subject to the City's acknowledged participation in overwidth paving as hereinafter provided, shall improve to City standards Mesa Hills Drive from Station 23+72.35 to Station 42+37.72, at a width of sixty-four (64) feet by January 1, 1986, including a rock wall rather than a guard rail from Station 23+72.35 to Station 42+37.72; such construction to be in compliance with street improvements and construction plans approved by the City Engineer. Until completion of such work, no certificates of occupancy pertaining to Promontory Subdivision shall be issued.

B. The City acknowledges its policy of participation in overwidth paving, as outlined in its subdivision ordinance approved by the City Council on March 15, 1983. In addition, the City acknowledges that the Developer will submit, prior to commencement of construction, a request for the City's participation in overwidth paving. Any request for participation in overwidth paving or the installation of curbs and gutters will be submitted in accordance with the City's procedures for consideration by City Council, and such a finding must be made by resolution passed and approved by the City Council prior to

commencement of construction. Should the City determine that any of the street improvements for the overwidth paving must be performed pursuant to state statutory competitive bidding requirements, the Developer shall submit at least three (3) bids for any requests for reimbursement of any additional paving or curb and gutter costs. The City reserves the right to reject any and all bids. The lowest responsible bid will be the basis for any City reimbursement under its participation in overwidth paving.

2. Resolution of Mesa Hills Arterial System Dispute.

A. To resolve the Mesa Hills Arterial System Dispute, Developer agrees as follows:

1. Developer agrees to dedicate by conveyance, by metes and bounds, the additional rights-of-way as shown on Exhibits B, C, D, E and F attached hereto and made a part hereof for all purposes.

2. Developer shall complete or cause to be completed the portion of Silver Springs Drive located upon its property and improve the intersection of Silver Springs Drive and Stanton Street, as shown on that certain plan therefor prepared by Turner, Collie & Braden, known as Stanton Street Study, Job Number 5070-32 dated November 7, 1984 (the "Stanton Street Study"), which has been initialled by Developer and City and shall be kept on file with the City and by reference thereto made a part of this Contract for all purposes. Such completion of Silver Springs Drive and development or further improvement of the intersection of Silver Springs Drive and Stanton Street, as depicted on Exhibits B and C, and the completion of Stanton Street so as to provide for vehicular passage over Silver Springs Drive, Stanton Street, Mesa Hills Drive and Festival Drive, shall be completed on or

before July 1, 1985, in accordance with plans and specifications therefor in keeping with the above referenced plan and as may be approved by the City Engineer prior to the commencement of such work. Until the completion of such work, no certificates of occupancy pertaining to Promontory Subdivision shall be issued. As to the improvements on Stanton Street north of Mesa Hills Drive and east of Stanton Street, such improvements shall be completed as part of the development of Developer's Mesa Hills Unit 6 Subdivision. As to the development of the dedicated right-of-way south of the intersection of Mesa Hills Drive and east of Stanton Street, Developer shall not be responsible for such work or the payment of the costs thereof.

3. In connection with Developer's development of property abutting Stanton Street, Developer agrees to limit access onto Stanton Street within 100 feet of the following Station Numbers referenced on the following described plats:

<u>Station No.</u>	<u>Plat</u>
3 + 64.99	Estancias Coronado
3 + 64.99	Estancias Coronado
7 + 40	Estancias Coronado
11 + 00	Mesa Hills Unit #4
31 + 50	Mesa Hills Unit #4
3 + 22.94	Mesa Hills Unit #2
15 + 54	Mesa Hills Unit #9
17 + 24	Mesa Hills Unit #9
19 + 74	Mesa Hills Unit #9
22 + 94	Mesa Hills Unit #9

all as starred on the Stanton Street Study to be maintained on file with the City. In conjunction with such limited access onto Stanton Street, the exact point of access shall be within 100 feet of the above referenced Station Numbers as may be reasonably determined by the City and Developer agrees to file such



Release of Access documents as may be reasonably required by the City at the time of the filing of the subdivision plats for record with the County Clerk of El Paso County, Texas. As to the Release of Access documents pertaining to limitation of access along portions of Stanton Street which do not abut any platted subdivision, as shown by Exhibits G and H appended hereto and made a part hereof, such Release of Access documents shall be tendered to the City immediately for filing of record with the County Clerk of El Paso County, Texas. City reserves the right to reasonably require additional points of access along Stanton Street.

4. Developer further agrees to construct deceleration lanes at all points of access as starred on the Stanton Street Study to be kept on file with the City; such deceleration lanes to be within 100 feet of the above referenced Station Numbers. The construction of such deceleration lanes shall be performed simultaneously with the development of improvements on Developer's property abutting the deceleration lanes, all in accordance with the plans and specifications relating to the construction of such deceleration lanes as may be approved by the City Engineer prior to the commencement of any such construction work.

5. In connection with the construction of the above referenced deceleration lanes, Developer agrees to provide the City with easements for traffic signage wherever reasonably determined by the City to be necessary.

3. No Further Off-Site Improvements. The Developer and the City, by their execution hereof, hereby agree that the

Developer, in conjunction with its development of the above referenced Subdivisions and other property abutting the Mesa Hills Arterial System which is not currently under development, shall have complied with Developer's obligations to complete off-site improvements with respect to the Mesa Hills Arterial System as a precondition to Developer's further development of the above referenced Subdivision and/or property abutting the Mesa Hills Arterial System owned by Developer and not currently under development except to the extent they may require off-site improvements arising out of or occasioned by any such further development as provided by current City Ordinance and State law.

4. Time of Essence. Time is of the essence of this Contract as to both parties.

5. Notices. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested to the following addresses:

City of El Paso  
Attn: Mayor's Office  
2 Civic Center Plaza  
El Paso, Texas 79999

Derrick & Schaefer Incorporated  
Attn: Mr. William J. Derrick  
5848 Acacia Circle, Suite A-200  
El Paso, Texas 79912

6. Binding Effect. This Contract is a restriction, condition and covenant running with Mesa Hills Units 8, 9, 10, 11 and the Promontory Subdivision, as the same abuts Stanton Street and all other property owned by Developer abutting the Mesa Hills Arterial System and a charge thereon and shall bind the Developer and its successors and assigns entitled. Unless and until all conditions of this Contract have been fully satisfied by Developer, and any future conveyance of any or all of the property herein referenced shall contain this restriction, condition and covenant and shall embody this express

STATE OF TEXAS           )  
                                  )  
COUNTY OF EL PASO       )

This instrument was acknowledged before me on this 2<sup>nd</sup>  
day of April, 1985, by Michael E. Rolley, Executive  
Vice-President of DERRICK & SCHAEFER INCORPORATED, a corporation,  
on behalf of said corporation.

Carol Fuls  
(Signature)  
Carol Fuls  
(Print Name)

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My commission expires:

9-29-86

S-28-85  
Cons. 2N  
approved

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a contract amendment to the contract between Derrick & Schaeffer, Inc. and the City of El Paso, dated April 2, 1985.

ADOPTED this 28<sup>th</sup> day of May, 1985.

S/  
Mayor

ATTEST:

S/  
City Clerk

APPROVED AS TO FORM:

John Bal  
Assistant City Attorney

THE STATE OF TEXAS   )  
                                  )  
COUNTY OF EL PASO    )

AMENDMENT TO CONTRACT

This amendment to contract made this 21<sup>st</sup> day of May, 1985, by and between the CITY OF EL PASO, and DERRICK & SCHAEFER, INCORPORATED, a Texas corporation, witnesseth:

1. By contract dated April 2, 1985, and recorded in Book 1547, Page 0449 of the County of El Paso Deed Records, the City of El Paso, and Derrick & Schaefer, Incorporated, entered into an agreement whereby Derrick & Schaefer, Incorporated agreed to, inter alia, make certain improvements to Silver Springs Drive, Stanton Street, and Mesa Hills Drive, within certain time limits as provided by said contract. The parties to such contract hereto now desire to amend such contract as to the time limits applicable.

2. In consideration of the premises herein, the parties agree that Paragraph 1.A. of Page 3 of said contract be and is hereby amended to read as follows:

1. Resolution of Mesa Hills Drive Dispute

A. To resolve the Mesa Hills Drive dispute between the parties pertaining to the responsibility for the further improvement of Mesa Hills Drive from Station 23+72.35 to Station 42+37.72 and its acceptance by the City for maintenance, the Developer, at its sole cost and expense, but subject to the City's acknowledged participation in overwidth paving as hereinafter provided, shall improve to City standards Mesa Hills Drive from Station 23+72.35 to Station 42+37.72, at a width of sixty-four (64) feet by March 1, 1986, including a rock wall rather than a guard rail from Station 23+72.35 to Station 42+37.72; such construction to be in compliance with street improvements and construction plans approved by the City Engineer. Until completion of such work, no certificates of occupancy pertaining to Promontory Subdivision shall be issued.

3. In consideration of the premises herein, the parties further agree that Paragraph 2.A.2. of Page 4 of said contract be and is hereby amended to read as follows:

2. Resolution of Mesa Hills Arterial System Dispute

2. Developer shall complete or cause to be completed the portion of Silver Springs Drive located upon its property and improve the intersection of Silver Springs Drive and Stanton Street, as shown on that certain plan therefor prepared by Turner, Collie & Braden, known as Stanton Street Study, Job Number 5070-32 dated November 7, 1984 (the "Stanton Street Study"), which has been initialed by Developer and City and shall be kept on file with the City and by reference thereto made a part of this Contract for all purposes. Such completion of Silver Springs Drive and development or further improvement of the intersection of Silver Springs Drive and Stanton Street, as depicted on Exhibits B and C, and the completion of Stanton Street so as to provide for vehicular passage over Silver Springs

Drive, Stanton Street, Mesa Hills Drive and Festival Drive, shall be completed on or before August 31, 1985, in accordance with plans and specifications therefor in keeping with the above referenced plan and as may be approved by the City Engineer prior to the commencement of such work. Until the completion of such work, no certificates of occupancy pertaining to Promontory Subdivision shall be issued. As to the improvements on Stanton Street north of Mesa Hills Drive and east of Stanton Street, such improvements shall be completed as part of the development of Developer's Mesa Hills Unit 6 Subdivision. As to the development of the dedicated right-of-way south of the intersection of Mesa Hills Drive and east of Stanton Street, Developer shall not be responsible for such work or the payment of the costs thereof.

4. In all other respects such contract shall remain unchanged.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

DERRICK & SCHAEFER INCORPORATED

By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

John Bab  
Assistant City Attorney

APPROVED AS TO CONTENT:

David A. Harned  
Public Works Department

STATE OF TEXAS       )  
                              )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 1985, by JONATHAN W. ROGERS, as Mayor of the  
CITY OF EL PASO.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My Commission Expires:  
\_\_\_\_\_

THE STATE OF TEXAS    )  
                                  )  
COUNTY OF EL PASO    )

AMENDMENT TO CONTRACT

This amendment to contract made this 28<sup>th</sup> day of May, 1985, by and between the CITY OF EL PASO, and DERRICK & SCHAEFER, INCORPORATED, a Texas corporation, witnesseth:

1. By contract dated April 2, 1985, and recorded in Book 1547, Page 0449 of the County of El Paso Deed Records, the City of El Paso, and Derrick & Schaefer, Incorporated, entered into an agreement whereby Derrick & Schaefer, Incorporated agreed to, inter alia, make certain improvements to Silver Springs Drive, Stanton Street, and Mesa Hills Drive, within certain time limits as provided by said contract. The parties to such contract hereto now desire to amend such contract as to the time limits applicable.

2. In consideration of the premises herein, the parties agree that Paragraph 1.A. of Page 3 of said contract be and is hereby amended to read as follows:

1. Resolution of Mesa Hills Drive Dispute

A. To resolve the Mesa Hills Drive dispute between the parties pertaining to the responsibility for the further improvement of Mesa Hills Drive from Station 23+72.35 to Station 42+37.72 and its acceptance by the City for maintenance, the Developer, at its sole cost and expense, but subject to the City's acknowledged participation in overwidth paving as hereinafter provided, shall improve to City standards Mesa Hills Drive from Station 23+72.35 to Station 42+37.72, at a width of sixty-four (64) feet by March 1, 1986, including a rock wall rather than a guard rail from Station 23+72.35 to Station 42+37.72; such construction to be in compliance with street improvements and construction plans approved by the City Engineer. Until completion of such work, no certificates of occupancy pertaining to Promontory Subdivision shall be issued.

3. In consideration of the premises herein, the parties further agree that Paragraph 2.A.2. of Page 4 of said contract be and is hereby amended to read as follows:

2. Resolution of Mesa Hills Arterial System Dispute

2. Developer shall complete or cause to be completed the portion of Silver Springs Drive located upon its property and improve the intersection of Silver Springs Drive and Stanton Street, as shown on that certain plan therefor prepared by Turner, Collie & Braden, known as Stanton Street Study, Job Number 5070-32 dated November 7, 1984 (the "Stanton Street Study"), which has been initialed by Developer and City and shall be kept on file with the City and by reference thereto made a part of this Contract for all purposes. Such completion of Silver Springs Drive and development or further improvement of the intersection of Silver Springs Drive and Stanton Street, as depicted on Exhibits B and C, and the completion of Stanton Street so as to provide for vehicular passage over Silver Springs

Drive, Stanton Street, Mesa Hills Drive and Festival Drive, shall be completed on or before August 31, 1985, in accordance with plans and specifications therefor in keeping with the above referenced plan and as may be approved by the City Engineer prior to the commencement of such work. Until the completion of such work, no certificates of occupancy pertaining to Promontory Subdivision shall be issued. As to the improvements on Stanton Street north of Mesa Hills Drive and east of Stanton Street, such improvements shall be completed as part of the development of Developer's Mesa Hills Unit 6 Subdivision. As to the development of the dedicated right-of-way south of the intersection of Mesa Hills Drive and east of Stanton Street, Developer shall not be responsible for such work or the payment of the costs thereof.

4. In all other respects such contract shall remain unchanged.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

By Patrick B. Haggerty  
Mayor Pro-Tem

ATTEST:

Adrian Babel  
City Clerk

DERRICK & SCHAEFER INCORPORATED

By [Signature]  
Title Exec. Vice Pres.

ATTEST:

[Signature]  
Secretary (NO SEAL REQUIRED)

APPROVED AS TO FORM:

John Babel  
Assistant City Attorney

APPROVED AS TO CONTENT:

David M. Turned  
Public Works Department

STATE OF TEXAS )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 28<sup>th</sup> day of May, 1985, by Patrick B. Haggerty, as Mayor Pro-Tem of the City of El Paso.

Gloria Gonzalez  
Signature

GLORIA GONZALEZ  
(Print Name)  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My Commission Expires:

10/21/87



THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

This instrument was acknowledged to before me on this the 9<sup>th</sup>  
day of July, 1985, by Michael E. Ridley,  
representative for DERRICK & SCHAEFER, INCORPORATED.

Mary T. Torek  
Signature

MARY T. TOREK, Notary Public  
In and for the State of Texas

My commission expires 11-16-85  
Print Name  
Notary Public in and for the  
State of Texas

My Commission Expires:

11-16-85

18649

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

RELEASE AND RELINQUISHMENT  
OF ACCESS RIGHTS

A subdivision plat has been presented by the undersigned to the City Plan Commission of the City of El Paso for its approval. The Commission is of the opinion that a hazard will exist if vehicular traffic is allowed between the lots and street listed below, and that such plat should not be approved unless an agreement is made to prevent such traffic.

Now, therefore, SCHAEFER DEVELOPMENT CO., LTD. (owners of the following property), as a condition to approval by the City Plan Commission of the plat of \_\_\_\_\_ Addition, hereby waive, release and relinquish forever unto the City of El Paso all of the owners' abutter's rights which have accrued or might otherwise accrue to owners, their heirs, successors and assigns, including rights of ingress, and the right of direct access to and from the following lots and \_\_\_\_\_ Street: (See Attached Description)

Lots \_\_\_\_\_ and \_\_\_\_\_, Block \_\_\_\_\_,

\_\_\_\_\_ Addition in the City of El Paso,

El Paso County, Texas;

and it is hereby agreed that there shall be no driveways or curb cuts between such street and lots.

This release and relinquishment of access rights and this agreement shall be a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind the undersigned and their successors in title. Any future conveyance of the above lots shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City of El Paso may enforce this restriction, condition and covenant by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above

1571-2015

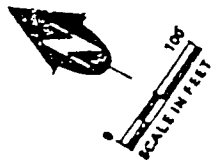
EXECUTED this 23<sup>rd</sup> day of April, 1985.

By: William J. Derrick  
WILLIAM J. DERRICK, President

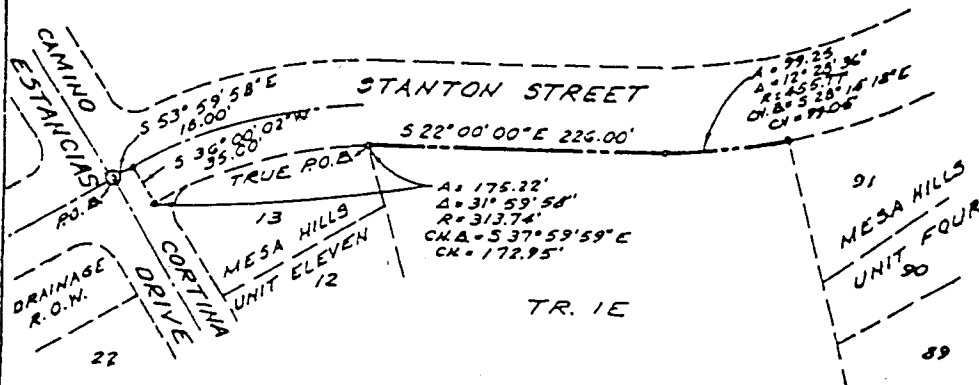
CORPORATION ACKNOWLEDGEMENT

Notary Public in and for  
El Paso, County, Texas

WICHTIG: HERRN HERRN HERRN  
In and for the purpose of  
the Commission (1981-82, 21, 1981)



TR. 1E



Turner Collier & Braden Inc.

Consulting Engineers

1801 Mountain Ave.  
El Paso, Texas 79902  
(915) 542-4000

EXHIBIT "G"

Drawn by  
M. C.

Date  
2-13-85

Job No.  
W.D. No. 5070-32

1574-2017

PROPERTY DESCRIPTION  
RIGHT-OF-WAY DESCRIPTION

Being the description of a portion of the westerly right-of-way line of Stanton Street located in the H. G. Foster Survey No. 259, City of El Paso, El Paso County, Texas and being more particularly by metes and bounds as follows:

COMMENCING for reference at the centerline intersection of Camino Estacias Drive (50.00 feet wide) and Stanton Street (70.00 feet wide);

THENCE, along the centerline of said Stanton Street, South  $53^{\circ}59'58''$  East, a distance of 18.00 feet to a point;

THENCE, leaving said centerline, South  $36^{\circ}00'02''$  West a distance of 35.00 feet to a point;

THENCE, along the arc of a curve to the right (Delta Angle =  $31^{\circ}59'58''$ , Radius = 313.74 feet, Chord = South  $37^{\circ}59'59''$  East, 172.95 feet) a distance of 175.22 feet to the beginning of the herein described right-of-way line;

THENCE, along the westerly right-of-way line of said Stanton Street, the following two courses:

South  $22^{\circ}00'00''$  East, a distance of 226.00 feet to a point;

along the arc of a curve to the right (Delta Angle =  $12^{\circ}28'36''$ , Radius = 455.77 feet, Chord = South  $28^{\circ}14'18''$  East, 99.05 feet) a distance of 99.25 feet to the end of the herein described right-of-way line;

Prepared by:  
FAUGHT & ASSOCIATES INC.  
El Paso, Texas  
February 12, 1984  
Job No. 5070-32

15771-2019

COPIES SENT SEPTEMBER 1992

JUL 17 1993

*James R. V. Schiefer*

18649

RTN TO:  
Derrick + Schiefer  
5848 Acaia Park Cir  
EPT 79912

02307

APR 11 1985 11 13:49

*John Smith*

STATE OF TEXAS

COUNTY OF EL PASO

The following is a true and correct copy of the original as the same was filed for record in the County of El Paso, Texas.

APR 11 1985



*John Smith*

COUNTY CLERK, El Paso County, Tex.

City of El Paso  
City Clerk Office  
#2 Civic Center Plaza  
El Paso, Texas 79999

1547-0573

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

RELEASE AND RELINQUISHMENT  
OF ACCESS RIGHTS

A subdivision plat has been presented by the undersigned to the City Plan Commission of the City of El Paso for its approval. The Commission is of the opinion that a hazard will exist if vehicular traffic is allowed between the lots and street listed below, and that such plat should not be approved unless an agreement is made to prevent such traffic.

Now, therefore, SCHAEFER DEVELOPMENT CO., LTD. (owners of the following property), as a condition to approval by the City Plan Commission of the plat of \_\_\_\_\_ Addition, hereby waive, release and relinquish forever unto the City of El Paso all of the owners' abutter's rights which have accrued or might otherwise accrue to owners, their heirs, successors and assigns, including rights of ingress, and the right of direct access to and from the following lots and \_\_\_\_\_ Street: (See Attached Description)

Lots \_\_\_\_\_ and \_\_\_\_\_, Block \_\_\_\_\_,  
\_\_\_\_\_ Addition in the City of El Paso,

El Paso County, Texas;

and it is hereby agreed that there shall be no driveways or curb cuts between such street and lots.

This release and relinquishment of access rights and this agreement shall be a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind the undersigned and their successors in title. Any future conveyance of the above lots shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City of El Paso may enforce this restriction, condition and covenant by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above

1574-2020



restriction, condition and covenant in its discretion without  
the consent of any third person who may be benefited thereby.

EXECUTED this 27<sup>th</sup> day of April, 1965.

SCHAEFER DEVELOPMENT CO., LTD.  
By: Schaefer/El Paso, Inc., General Partner

By: William J. Derrick  
WILLIAM J. DERRICK, President

(appropriate acknowledgment)

CORPORATION ACKNOWLEDGEMENT

STATE OF TEXAS     )  
                              )  
COUNTY OF EL PASO    )

Before me, the undersigned authority, on this day personally appeared William J. Derrick, Schaefer Development Co., Ltd., Schaefer/El Paso, Inc.,  
a corporation, on behalf of said corporation. General Partner

Given under my hand and seal of office, this 27 day of April, 1965.

William J. Derrick  
Notary Public in and for  
El Paso, County, Texas

My Commission expires on:

April 1, 1967  
Notary Public  
El Paso, County, Texas

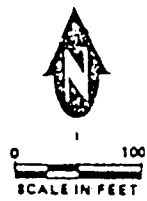
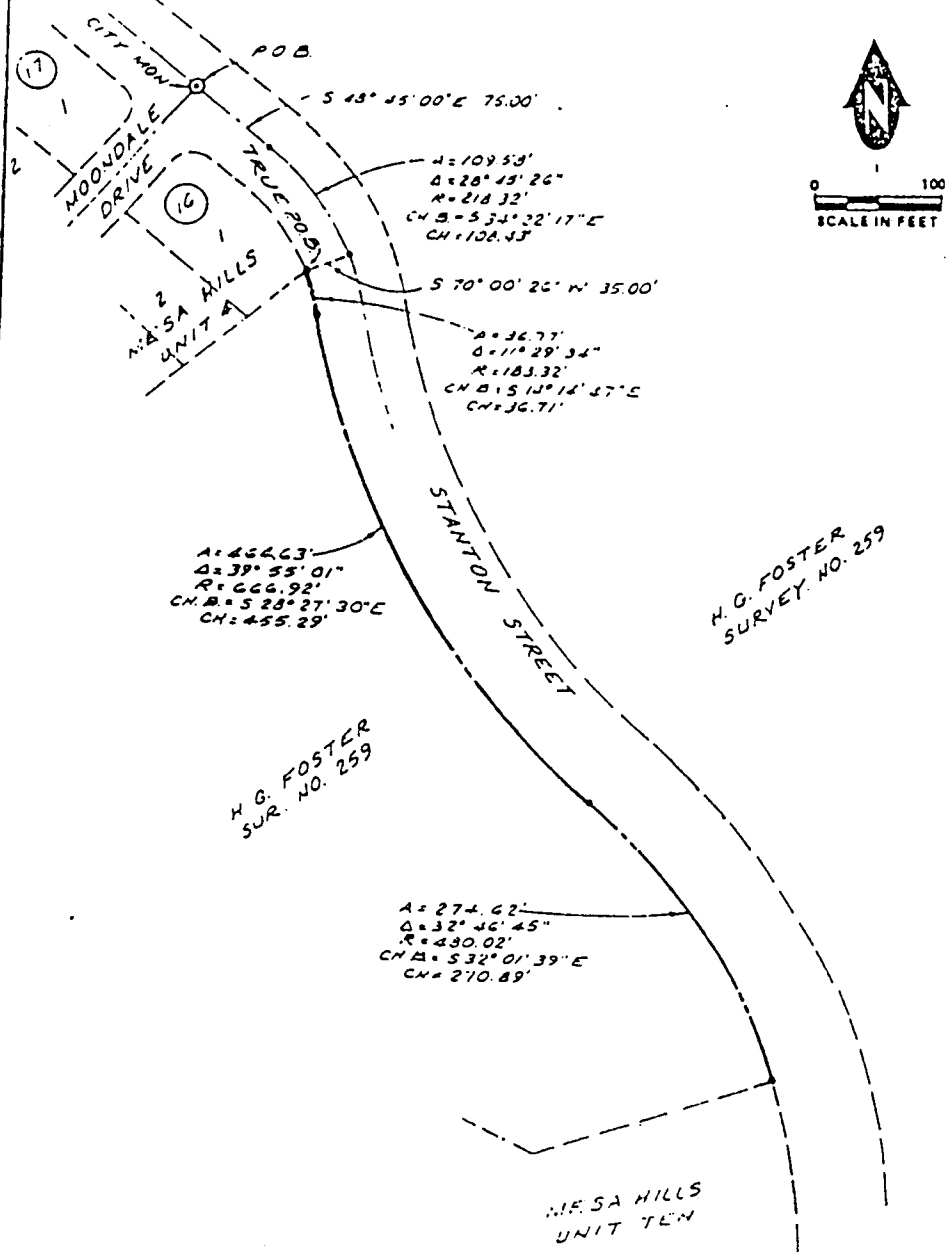


EXHIBIT "H"

Turner Collier & Braden Inc.		1841 Montana Ave.
Consulting Engineers		El Paso, Texas 79908
		(915) 842-4900
776.02' ON THE WESTERLY RIGHT OF WAY LINE OF STANTON STREET		
CITY OF EL PASO EL PASO COUNTY, TEXAS		
Drawn by J. C.	Date 2-19-85	Job No. W.O. No. 5070-32

1574-2022

PROPERTY DESCRIPTION

Being the description of a portion of the westerly right-of-way line of Stanton Street located in the H. G. Foster Survey No. 259, City of El Paso, El Paso County, Texas and being more particularly by metes and bounds as follows:

COMMENCING for reference at the City monument at the centerline intersection of Moondale Drive (50.00 feet wide) and Stanton Street (70.00 feet wide);

THENCE, along the centerline of said Stanton Street, South  $48^{\circ}45'00''$  East, a distance of 75.00 feet to the beginning of a curve to the right;

THENCE, along the arc of said curve (Delta Angle =  $25^{\circ}45'26''$ , Radius = 218.32 feet, Chord = South  $34^{\circ}22'17''$  East, 108.43 feet) a distance of 109.58 feet to a point;

THENCE, leaving said centerline South  $70^{\circ}00'26''$  West, a distance of 35.00 feet to the POINT OF BEGINNING of the herein described right-of-way line, said point also being the southeast corner of Lot 1, Block 16, Mesa Hills Unit 4;

THENCE, along the westerly right-of-way line of said Stanton Street the following three courses,

Along the arc of a curve to the right (Delta Angle =  $11^{\circ}29'34''$ , Radius = 183.32 feet, Chord = South  $14^{\circ}14'47''$  East, 36.71 feet) a distance of 36.77 feet to the beginning of a curve to the left;

Along the arc of said curve (Delta Angle =  $39^{\circ}55'01''$ , Radius = 666.92 feet, Chord = South  $28^{\circ}27'30''$  East, 445.29 feet) a distance of 464.63 feet to the beginning of a curve to the right;

Along the arc of said curve (Delta Angle =  $32^{\circ}46'45''$ , Radius = 480.02 feet, Chord = South  $32^{\circ}01'39''$  East, 270.89 feet) a distance of 274.62 feet to end of the herein described right-of-way line.

Prepared by:  
FAUGHT & ASSOCIATES INC.  
El Paso, Texas  
February 12, 1984  
Job No. 5070-32

18650

JUL 17 12:43

*James E. O'Leary*

JUL 17 1965

R+N To:  
Derrick & Schaefer  
5142 Acacia Park Cir  
EPT 79912

1574-2024

18649

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

RELEASE AND RELINQUISHMENT  
OF ACCESS RIGHTS

A subdivision plat has been presented by the undersigned to the City Plan Commission of the City of El Paso for its approval. The Commission is of the opinion that a hazard will exist if vehicular traffic is allowed between the lots and street listed below, and that such plat should not be approved unless an agreement is made to prevent such traffic.

Now, therefore, SCHAEFER DEVELOPMENT CO., LTD. (owners of the following property), as a condition to approval by the City Plan Commission of the plat of \_\_\_\_\_ Addition, hereby waive, release and relinquish forever unto the City of El Paso all of the owners' abutter's rights which have accrued or might otherwise accrue to owners, their heirs, successors and assigns, including rights of ingress, and the right of direct access to and from the following lots and \_\_\_\_\_ Street: (See Attached Description)

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\_\_\_\_\_ Addition in the City of El Paso,

El Paso County, Texas;

and it is hereby agreed that there shall be no driveways or curb cuts between such street and lots.

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The City of El Paso may enforce this restriction, condition and covenant by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above

1571-2015

restriction, condition and covenant in its discretion without  
the consent of any third person who may be benefited thereby.

EXECUTED this 25<sup>th</sup> day of June, 1955.

SCHAEFER DEVELOPMENT CO., LTD.  
By: Schaefer/El Paso, Inc., General Partner

By: William J. Derrick  
WILLIAM J. DERRICK, President

(appropriate acknowledgment)

CORPORATION ACKNOWLEDGEMENT

STATE OF TEXAS     )  
                          )  
COUNTY OF EL PASO )

Before me, the undersigned authority, on this day personally appeared William J. Derrick, Schaefer Development Co., Ltd. Schaefer/El Paso, Inc.,  
a corporation, on behalf of said corporation. General Partner

Given under my hand and seal of office, this 25 day of June,  
1955.

Richard A. Hodge  
Notary Public in and for  
El Paso, County, Texas

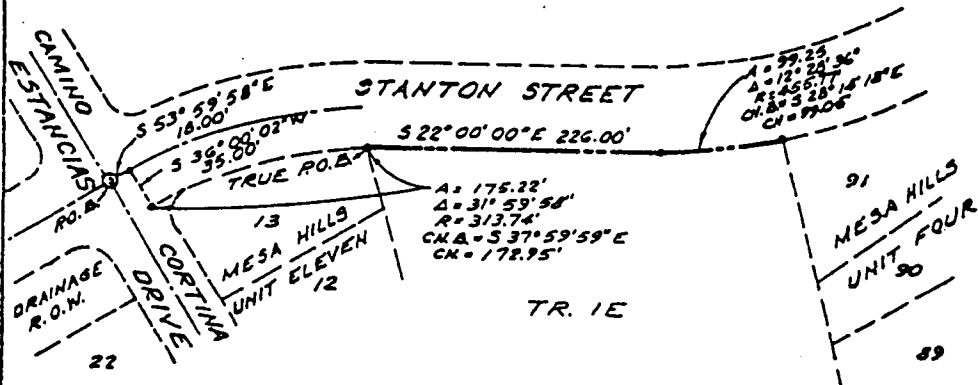
My Commission expires on:

My Commission Expires July 21, 1956

1574-2016



TR. 1E



Turner Collier & Braden Inc.

Consulting Engineers

1861 Montana Ave.  
El Paso, Texas 79902  
(915) 542-4000

EXHIBIT "G"

385.25' ON THE WESTERLY RIGHT OF WAY LINE  
OF STANTON STREET.  
CITY OF EL PASO EL PASO COUNTY, TEXAS

Drawn by  
M. C.

Date  
2-13-85

Job No.  
W.D. No. 5070-32

768-4

G

1574-2017

PROPERTY DESCRIPTION  
RIGHT-OF-WAY DESCRIPTION

Being the description of a portion of the westerly right-of-way line of Stanton Street located in the H. G. Foster Survey No. 259, City of El Paso, El Paso County, Texas and being more particularly by metes and bounds as follows:

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THENCE, leaving said centerline, South  $36^{\circ}00'02''$  West a distance of 35.00 feet to a point;

THENCE, along the arc of a curve to the right (Delta Angle =  $31^{\circ}59'58''$ , Radius = 313.74 feet, Chord = South  $37^{\circ}59'59''$  East, 172.95 feet) a distance of 175.22 feet to the beginning of the herein described right-of-way line;

THENCE, along the westerly right-of-way line of said Stanton Street, the following two courses:

South  $22^{\circ}00'00''$  East, a distance of 226.00 feet to a point;

along the arc of a curve to the right (Delta Angle =  $12^{\circ}28'36''$ , Radius = 455.77 feet, Chord = South  $28^{\circ}14'18''$  East, 99.05 feet) a distance of 99.25 feet to the end of the herein described right-of-way line;

Prepared by:  
FAUGHT & ASSOCIATES INC.  
El Paso, Texas  
February 12, 1984  
Job No. 5070-32



18649

*James E. V. V. V.*

JUL 17 1953

COURT OF COMMONS

1571-2019

RIN TO:  
Derrick + Schiefer  
5848 Acaia Park Cir  
EPT 79912

62307

APR 11 1985 11:49

*John Smith*

STATE OF TEXAS

COUNTY OF EL PASO

I hereby certify that the foregoing was filed on the  
this and last day of April 1985 by me and was duly  
recorded in the Public Records of the County of El Paso,  
Texas.

APR 11 1985



*John Smith*

COUNTY CLERK, El Paso County, Texas

City of El Paso  
City Clerk Office  
#2 Civic Center Plaza  
El Paso, Texas 79999

1547-0573